

1 HONORABLE RONALD B. LEIGHTON
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

ALASKA AIRLINES, INC.,

Plaintiff,

v.

BRADLEY CAREY and CELESTE CAREY;
CAREY TRAVEL, INC., a Washington
corporation,

Defendants, Counterclaimants
and Third Party Plaintiffs,

v.

POINTS INTERNATIONAL LTD.,

Third Party Defendant.

Case No. C07-5711RBL

ORDER GRANTING MOTION TO
COMPEL

THIS MATTER comes before the Court on Defendants' Motion to Compel [Dkt. #115].

Defendants seek outstanding discovery in an effort to respond to the Plaintiff's pending motion for summary judgment. Plaintiff opposes the motion, arguing that (1) it is premature, as the parties have not "met and conferred" as required under Fed. R. Civ. P. 37; (2) it is too broad, as much of the requested discovery has been provided; and (3) that the remaining requests are highly objectionable. [Dkt. #142]

Defendants respond that the meet and confer requirement is futile in the context of this case, that

1 the information provided is “a mishmash of garbage” and that the court should sanction Alaska and its
2 counsel for their “dishonest and misleading conduct.” [Dkt. #149].

3 As an initial matter, it is apparent that the meet and confer requirement is not likely to resolve the
4 discovery issues in this case. That, coupled with the relatively short continuance granted by the court
5 under Rule 56(f), leads the court to the conclusion that the Motion should not be denied on that basis.
6 Nor is the court going to sanction a party at this stage, based on the other party’s conclusory allegation of
7 dishonesty.

8 As for the merits of the dispute, the Motion to Compel is GRANTED as to Defendants’ request
9 that the documents produced be assembled and numbered in a way that reflects the specific Requests
10 which triggered their production. It is further GRANTED to the extent of documents (such as policies,
11 internal rules and regulations) regarding the fees and other costs associated with the use of miles to
12 purchase tickets. It is DENIED to the extent either party construes Defendants’ Request to cover ALL
13 documents ever created reflecting the charging of such fees or additional costs.

14 The Motion is GRANTED as it relates to the reseller service and transfer agreements, including
15 the “Schedule A Plan Resale Program,” identified by defendant, and apparently referenced in some of the
16 documents produced.

17 The Motion is DENIED as to documents relating to a “conspiracy” between Alaska and other
18 carriers, as that claim has been dismissed.

19 The parties are further ORDERED to meet and confer on any future disputes, including any
20 disagreements about the breadth and scope of the discovery required by this Order, and to file any future
21 discovery motions under the expedited joint procedures of Local Rule 37(a)(2).

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The Court will not at this time continue the pending summary judgment motion further, but will entertain a future motion on that topic, and may award sanctions to the prevailing party, if the need arises.

It is so ORDERED.

Dated this 19th day of June, 2009.

Ronald B. Lightner

RONALD B. LEIGHTON
UNITED STATES DISTRICT JUDGE